

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH CAROLINA  
CHARLESTON DIVISION**

IN RE: AQUEOUS FILM-FORMING  
FOAMS PRODUCTS LIABILITY  
LITIGATION

MDL No. 2:18-mn-2873-RMG

This Document Relates to:

*The Commonwealth of Puerto Rico, et al., v.  
3M Company, et al.,*  
Case No.: 2:23-cv-02351-RMG

**STIPULATION OF PARTIAL DISMISSAL PURSUANT TO FEDERAL RULE OF  
CIVIL PROCEDURE 41(a)(1)(A)(ii)**

Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), Plaintiff the Puerto Rico Aqueduct and Sewer Authority (“PRASA”) in the above-captioned action and Defendant 3M Company (“3M”) hereby stipulate and agree to a dismissal with prejudice of certain of PRASA’s Claims against 3M and any other Released Parties<sup>1</sup> in this action pursuant to PRASA’s decision to participate in the Settlement Agreement Between Public Water Systems and 3M Company dated June 22, 2023 (the “Settlement Agreement”), which received final approval on March 29, 2024, from the Court overseeing *In Re: Aqueous Film-Forming Foams Products Liability Litigation*, No. 2:18-mn-2873 (D.S.C.). The Released Parties in this action are 3M.

The certain Claims or portions thereof that are not dismissed pursuant to this stipulation are the following: (1) all Claims asserted by the non-PRASA Plaintiffs against all Defendants, including 3M; (2) all of PRASA’s Claims against all Defendants except for 3M; (3) all of PRASA’s Claims against 3M as set forth in Causes of Action 1 through 4 for the requested relief

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<sup>1</sup> Unless otherwise indicated, all capitalized terms in this stipulation have the meaning given to them in the Settlement Agreement.

as it relates to costs for all past, present, and future investigation, testing, sampling, and assessment, remediation, removal and other actions necessary to detect, delineate, abate, remove, and remediate PFAS contamination in the Commonwealth of Puerto Rico's wastewater; and (4) all of PRASA's Claims against 3M as set forth in Causes of Action 1 through 4 for the requested relief as it relates to costs for all past, present, and future investigation, testing, sampling, and assessment, remediation, removal and other actions necessary to detect, delineate, abate, remove, and remediate PFAS contamination in public drinking water systems owned and operated by PRASA that fall outside of the class definition in Section 5.1 of the Settlement.

The Claims or portions of Claims specified above are not dismissed in this action as to the Released Parties. The Parties stipulate and agree to a dismissal with prejudice of all other Claims and portions of Claims that PRASA has brought against any and all Released Parties. For the avoidance of doubt, no portion of any Claims brought by any named Plaintiff in this action except PRASA is dismissed by this stipulation.

Each Party shall bear its own costs.

Date: May 17, 2024

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Respectfully submitted,

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**CERTIFICATE OF SERVICE**

I hereby certify that on May 17, 2024, I electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system which will send notification of such filing to all counsel of record.

/s/ Jimmy R. Rock  
Jimmy R. Rock